

PART E - DIVISION E2

ADDITIONAL GENERAL CONDITIONS

1. **Guarantee:** Contractor guarantees and warrants for a minimum period of **two (2) years** after delivery and Contractor 'Release to Operations', that all materials, services, equipment, and other Work furnished are free from defects and otherwise conform to the terms of this Contract, including, but not limited to, the Article entitled "Materials and Work" in Part E, Division E1, General Conditions and Part F, Division F2, Article 11, entitled "Performance Guarantees".

FURTHER, IT IS AGREED THAT THE CONTRACTOR MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Except as set forth in the liquidated damages portion of this Agreement, in the event of a detrimental defect in materials or workmanship, the Contractor's sole liability and IPSC's exclusive remedy, for breach of said warranty or for other warranty claims arising under this Agreement for any cause whatsoever, including negligence or strict liability, irrespective of whether such defects or claims are discoverable or latent shall be, at Contractor's option and expense, to repair the defect or replace the defective Work. IPSC shall, as promptly as is reasonable possible, provide Contractor access to the equipment as required to perform any necessary warranty work, and shall cooperate with Contractor to keep Contractor's associated labor costs to a minimum. If the parties agree, IPSC may provide the necessary labor to remove or install replacement parts at Contractor's expense. However, IPSC may not back charge Contractor for warranty claims without Contractor's prior written consent unless Contractor refuses or fails to perform the required warranty work on a timely basis. Equipment repaired, rebuilt, or modified by IPSC or other third parties without Contractor's consent carries no warranty, either express or implied. It is understood and agreed that some parts and/or materials included herein, such as, but not limited to, refractories, seals, liners, wear plates, are by their nature and use expendable and replaceable under normal operating conditions and are subject to increased wear and tear and more frequent replacement under start-up conditions, and shall be guaranteed only as to their quality when new, but there is no warranty or guarantee of the life of said expendable or replaceable parts and/or materials, express or implied. This warranty does not cover the effects of normal wear or abuse of the equipment, abrasion, erosion, or corrosion. Contractor does not warrant that the operation of the equipment will comply with any laws or regulations governing environmental impact.

This warranty is conditioned upon prompt notice of the particular detrimental defects within ten (10) days of actual discovery, proper use and maintenance of the equipment, reasonable access allowed to Contractor to inspect the equipment and no further damage to the equipment from acts of IPSC or third parties after discovery of the defect.